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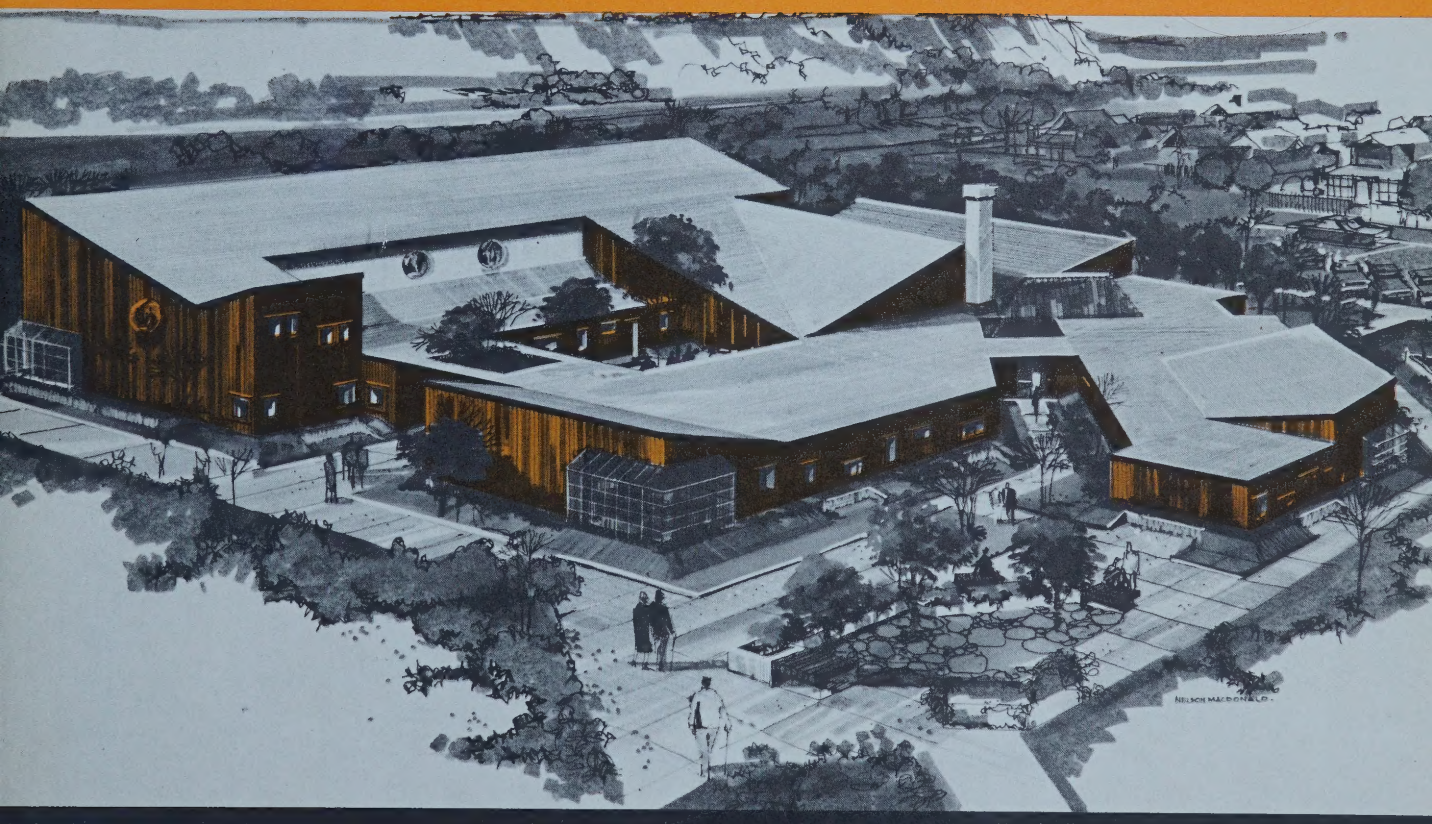

AHSC
ALBERTA HOSPITAL
SERVICES COMMISSION
P.O. BOX 2222, EDMONTON, ALBERTA

ALBERTA HOUSING CORPORATION

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INTRODUCTION

The Government of Alberta has pioneered in the field of providing care and accommodation for its senior citizens through the Foundation system. Since the program began in 1960, the Government has steadily expanded its provision for their care and housing. By 1970, the Government had been responsible for the erection of 69 lodges throughout the length and breadth of the province, managed by 55 Foundations. Under a new expanded program of grants and loans administered by the Alberta Housing Corporation and the Alberta Hospital Services Commission, the Province is still leading the way in provision of accommodation for the elderly.

The Commission and the Corporation may assist existing Foundations in the construction of self-contained accommodation or enable them to enlarge existing lodges.

In addition, the Corporation may enable non-profit organizations to share in this worthwhile program of accommodating the elderly.

This brochure is designed to present simply and clearly the policies and procedures under which the program operates, and to present agreements under which foundations and non-profit organizations may co-operate with the provincial government in providing suitable and comfortable housing for Alberta's elderly.

Mr. B. R. Orysiuk,
Executive Director,
Alberta Housing Corporation,
The Stanley Building,
11810 Kingsway Avenue,
Edmonton 19, Alberta.

Dr. J. E. Bradley, M.D.
Chairman,
Alberta Hospital Services Commission,
9912 - 107 Street,
Edmonton, Alberta.

EXTRACT FROM "THE ALBERTA HOUSING ACT 1970"

Senior citizen housing projects

24. (1) The Corporation may undertake a senior citizen housing project.

(2) For the purposes of this section, the Corporation may

(a) acquire, assemble and develop land,

(b) design and construct senior citizen housing accommodation,

(c) acquire, improve or convert existing buildings for senior citizen housing accommodation,

(d) administer, manage and maintain senior citizen accommodation,

(e) borrow any money required for a project, and

(f) sell, lease or dispose of any senior citizen accommodation or project.

(3) The Corporation with the approval of the Lieutenant Governor in Council may enter into agreements with non-profit organizations or senior citizen foundations for

(a) the development of senior citizen housing projects, and

(b) the provision of a grant towards the total capital cost of a project.

(4) In this section,

(a) "non-profit organization" means an organization wholly owned by the Government of Alberta, by a municipality or any agency thereof, or an organization constituted exclusively for charitable or benevolent purposes, no part of the income of which is payable to or otherwise available for personal benefit of any proprietor, member or shareholder;

(b) "senior citizen foundation" means a foundation established under **The Homes for the Aged Act.**

EXTRACT FROM

"THE NATIONAL HOUSING ACT 1954"

16a. (1) The Corporation may, with the approval of the Governor in Council, make a loan to a non-profit corporation for the purpose of assisting in

Loans to non-profit corporations. New. 1964, c. 15, s. 5.

(a) the construction of a housing project or housing accommodation of the hostel or dormitory type; and

(b) the purchase of existing buildings and the land upon which they are situated and their conversion into a housing project or housing accommodation of the hostel or dormitory type;

to provide decent, safe and sanitary housing accommodation complying with standards approved by the Corporation, to be leased to individuals or families of low income.

Loans to be on same terms and conditions as loans to limited dividend housing corporations. New. 1964, c. 15, s. 5.

(2) A loan made under the authority of this section shall be subject to the terms and conditions applicable to a loan made under the authority of section 16.

"Non-profit corporation" defined. New. 1964, c. 15, s. 5.

(3) In this section, "non-profit corporation" means a corporation wholly owned by the government of a province, by a municipality, by any agency of that province or municipality or by a corporation constituted exclusively for charitable purposes no part of the income of which is payable to or is otherwise available for the personal benefit of any proprietor, member or shareholder thereof.

RENTAL RATES FOR SENIOR CITIZEN ACCOMMODATION

LODGE ACCOMMODATION

$80.00 per person per month for a double room.

$90.00 per person per month for a single room.

Rates include: food, board and room services, laundry service.

SELF-CONTAINED UNITS

$55.00 per person per month for a double unit
(1 bedroom suite)

$80.00 per person per month for a single unit
(Bed sitting room)

Rates include: room services, all utitilies
e.g. water, heat and light,
excluding telephone.

SECTION I

ACCOMMODATION BY FOUNDATIONS

DEFINITION:

SENIOR CITIZENS FOUNDATION

A Foundation established under the Homes for the Aged Act of the Government of the Province of Alberta.

POLICY AND PROCEDURES FOR FOUNDATIONS APPLYING TO THE ALBERTA HOSPITAL SERVICES COMMISSION FOR SENIOR CITIZENS' ACCOMMODATION

SELF-CONTAINED AND LODGES

Policy . . . . . .

1. Both new lodges and additions to existing lodges and self-contained accommodation will be totally financed by the Provincial Government.

2. Operating deficits shall be the responsibility of the Foundation.

Procedure . . . . . .

1. Application by way of Resolution of the Foundation to be submitted to the Alberta Hospital Services Commission.

2. Design and construction will be the responsibility of the Alberta Housing Corporation.

3. The rental rates prescribed will be the maximum allowable giving the Foundation the prerogative to charge up to the amounts designated. The rates are subject to amendment from time to time by the Government of the Province of Alberta.

RESOLUTION OF FOUNDATION

Resolved at the last meeting of ..... Foundation held ..... 19 ...., that the Alberta Hospital Services Commission be approached to construct senior citizens housing as stated in Section 24 of The Alberta Housing Act 1970, the location of such accommodation to be in the municipality of .....

.....

The Resolution was passed.

.....
Chairman

.....
Secretary

INFORMATION REQUIRED BY ALBERTA HOSPITAL SERVICES COMMISSION:

1. Does the Foundation own the proposed site? .....
2. Location of site: .....
3. Type of accommodation: Self-contained ..... Lodge .....
4. Total number of bedrooms required: Bachelor ..... 1-bedroom .....

For further information the Alberta Hospital Services Commission may contact .....

..... Telephone No. .....

SECTION II

ACCOMMODATION BY NON-PROFIT ORGANIZATIONS

DEFINITION

NON-PROFIT ORGANIZATION

An organization wholly owned by the Government of Alberta, by a Municipality or any agency thereof, or an organization constituted exclusively for charitable or benevolent purposes, no part of the income of which is payable to, or otherwise available, for the personal benefit of any proprietor, member, or shareholder.

GENERAL POLICY AND PROCEDURES FOR APPLICATION TO THE ALBERTA HOUSING CORPORATION FOR GRANTS FOR SENIOR CITIZENS' ACCOMMODATION

NON-PROFIT ORGANIZATIONS

1. The Alberta Housing Corporation may provide a grant of up to 33⅓% of the approved capital cost for self-contained senior citizens' accommodation.

   The Corporation may provide a grant of up to 50% of the approved capital cost for lodge accommodation.

   All capital costs must be approved by the Corporation and may include such items as:

   (a) Land costs other than land leased.
   (b) Consultants' fees.
   (c) Site preparation (soil tests, surveys, etc.)
   (d) Legal fees.
   (e) Building costs.
   (f) On site services.
   (g) Interest during construction.
   (h) Landscaping.
   (i) And furnishings to include drapery rods, ranges and refrigerators, washers and driers.

   In lodge accommodation fixed kitchen equipment may be approved by the Alberta Housing Corporation. Upon request from the non-profit organization, other items not hereinbefore mentioned may be included in the capital cost with the approval of the Alberta Housing Corporation.

2. Applications for financial assistance must include three (3) sets of preliminary plans together with a completed application in the form attached and Outline Specification Form CMHC 24.

3. Before approval will be given by the Corporation, reference will be made to the Alberta Hospital Services Commission for concurrence of need.

4. The non-profit organization shall be required to provide the remaining capital cost of the self-contained units of which not less than 5% shall be cash equity.

   A loan for the remaining portion of the capital cost of the project may be applied for through the facilities of the Central Mortgage and Housing Corporation pursuant to Section 16 of the National Housing Act on approval from the Alberta Housing Corporation.

5. The non-profit organization shall be required to provide the remaining capital cost of the lodge accommodation by way of cash.

6. The non-profit organization shall enter into an agreement with the Alberta Housing Corporation for the control and management of the project prior to payment of any grant.

7. Payment of the grant for self-contained units shall be in three payments as follows:

   (i) 50% of the estimated grant at 20% completion of building as verified by Central Mortgage and Housing Corporation.

   (ii) 40% of estimated grant at 50% completion of building as verified by Central Mortgage and Housing Corporation.

   (iii) Balance to be paid on final audited costs as approved by the Corporation.

8. Payment of the grant for lodge accommodation shall be on a progress claims basis; No. 1 claim to start after 50% completion of building.

9. Prior approval is required in writing from the Alberta Housing Corporation if at any time a non-profit organization wishes to sell the property to a new owner as it will have to assume all conditions of the agreement and any encumbrances to the title.

10. Prior to the approval for lodge accommodation it will be the responsibility of the non-profit organization to enter into an agreement with the local senior citizens' foundation that payment of any subsidy will be guaranteed by the foundation. "Senior Citizens' Foundation" means a foundation established under "The Homes for the Aged Act".

11. If any subsidy is required for self-contained accommodation, it will be the responsibility of the non-profit organization to pay any deficits incurred.

12. The rental rates prescribed will be the maximum allowable giving the non-profit organization the prerogative to charge up to the amounts designated. The rates are subject to amendment from time to time by the Government of the Province of Alberta.

SAMPLE AGREEMENT FOR NON-PROFIT ORGANIZATIONS SENIOR CITIZENS' HOUSING ACCOMMODATION

CONTENTS OF FORM AGREEMENT

PARTIES:

ALBERTA HOUSING CORPORATION

(hereinafter called "the Corporation")

OF THE FIRST PART,

— and —

NON-PROFIT ORGANIZATION

(hereinafter called "the Grantee")

OF THE SECOND PART.

PREAMBLE:

WHEREAS:

1. The Government of the Province of Alberta, through the Corporation is empowered to provide grants and assistance to non-profit organizations for payment of part of the capital cost of construction of housing accommodation for senior citizens resident in the Province of Alberta.

2. The Grantee has been approved in its application for a grant from the Corporation for payment towards the capital cost of construction of housing accommodation for senior citizens in the of , in the Province of Alberta, on the lands and premises hereinafter described, plans and specifications of which are executed by the parties hereto as Schedules "A" and "B" respectively to this agreement.

NOW THEREFORE in consideration of the premises and these presents and the mutual covenants, conditions and agreements herein contained on the part of the parties hereto to be performed, the said parties covenant and agree as follows:

1. For the purposes of this agreement, unless the context clearly indicates otherwise, the terms used herein shall be defined as follows:

(a) grant: — that portion of the capital cost of construction of the housing accommodation payable by the Corporation and not repayable by the Grantee to the Corporation;

(b) non profit organization: — an organization wholly owned by the Government of Alberta, by a municipality or any agency thereof, or an organization constituted exclusively for charitable or benevolent purposes, no part of the income of which is payable to or otherwise available for the personal benefit of any proprietor, member or shareholder;

(c) housing unit: — a structure that may provide therein, inter alia, living, sleeping, eating and sanitary facilities or any combination thereof for one or more persons, with or without essential facilities shared with other housing units, including lodge and self contained units;

(d) capital cost of construction: — means the aggregate of

(i) the cost or appraised value of the land (except where the land is held by the Grantee under lease), or, in the case of land acquired by gift or devise, the appraised values of the land;

(ii) actual expenditure for construction of the housing unit or units including, inter alia, site preparation, soil tests, surveys, on site services and landscaping;

(iii) the architectural, legal consultants fees and expenses and interest or carrying charges necessary in connection with construction of the housing accommodation;

(iv) such additional costs, expenses, charges and facilities as the Corporation may approve in writing.

(e) housing accommodation: — the land herein described and the buildings thereon including the housing units constructed thereon in accordance with the plans and specifications marked as Schedules "A" and "B" to this agreement;

(f) lodge: — that portion of a housing unit for which the Grantee will provide, at its expense, room, food and board services to the senior citizen occupants;

(g) self contained: — that portion of a housing unit for which the Grantee will provide, at its expense, room (excluding food and board) services only to the senior citizen occupants;

(h) food and board services: — meals prepared and served by the Grantee, at its expense, to the senior citizen occupants of housing units;

(i) room services: — eating and food preparation facilities provided by the Grantee but food and meals procured and prepared by the senior citizen occupants of housing units at their own expense;

(j) senior citizens: — residents of the Province of Alberta who in the sole discretion of the Alberta Hospital Services Commission of the Government of the Province of Alberta, in case of dispute, are so classified;

(k) operating cost: — includes, inter alia, management, maintenance, repair, upkeep, insurance, mortgage payment requirements, taxes, rates, levies, assessments, deficits, cost of food and board services and other operating expenses

of whatever kind or description prescribed or which may hereafter be prescribed by the Corporation;

(l) land: — includes the land herein described together with all improvements thereto or thereon and in particular includes the housing unit or units constructed or to be constructed thereon;

(m) Canada corporation: — the Central Mortgage and Housing Corporation;

(n) federal Act: — the National Housing Act, 1954 (Canada) as amended from time to time.

2. The term of this agreement shall be from the date of execution hereof until cancelled or as determined by the parties in accordance herewith.

3. The Corporation shall provide and pay a grant to the maximum amount of

$ or such lesser sum as the Corporation in its sole discretion may decide upon towards the capital cost of construction of the housing unit or units on the hereindescribed land in accordance with the plans and specifications shown on the schedules hereto. Payment thereof by the Corporation may be made at such time or times and in such manner as may be determined by the Corporation.

4. The housing unit or units shall be constructed on the land municipally known

as and legally described as

in the of in the Province of Alberta.

GRANTEE'S COVENANTS:

THE GRANTEE HEREBY COVENANTS AND AGREES to and with the Corporation as follows:

1. To acquire, at its sole cost and expense, registered ownership of and freehold title or leasehold title satisfactory to the Corporation to the land hereinbefore described, and to maintain such ownership free and clear of all mortgages, liens, charges and encumbrances except such as may be expressly permitted in writing by the Corporation.

2. To pay and provide from its own cash resources a minimum of five (5%) per cent of the capital cost of construction of the self-contained housing units and the total remaining capital cost of construction of the lodge housing units, upon the terms and conditions specified by the Corporation, and the Corporation may require proof from the Grantee of its ability to complete and pay the cost of construction and operation of the housing units and accommodation, with such security and guarantees as the Corporation may require.

3. To refrain from selling, assigning, transferring, encumbering or otherwise disposing of its title to interest or equity in the housing accommodation or rights or objections under this agreement unless such sale, assignment, transfer or other disposition is given prior express approval in writing by the Corporation; and for the better assurance of its compliance with this provision, to do such acts and things and provide such security therefore as may, from time to time or at any time, be required by the Corporation.

4. Upon default in the performance or observance of any of its covenants or obligations, and upon written notice thereof and request of the Corporation, to transfer or

assign its registered ownership of, title to or equity in the housing accommodation to the Corporation forthwith and without compensation or claim, demand, action or cause of action against the Corporation in any respect howsoever, and to forthwith surrender possession and occupancy of the housing accommodation to the Corporation.

5. To efficiently manage, maintain, repair, insure, equip, supply, furnish, administer and pay the operating cost of the housing accommodation, and to enter into no contract or agreement for the management or operation of the housing accommodation with any person, firm, corporation or organization without the express written approval of the Corporation.

6. To receive and diligently collect the rates, rentals, charges and other income from the operation of the housing unit or units and to make repayment as and when due and comply with the terms and conditions of any mortgage or other security for repayment of any portion of the capital cost of construction of the housing unit or units provided by Canada Corporation or its approved lender on any loan granted the Corporation or the Grantee pursuant to the provisions of the Federal Act either to Canada Corporation or its approved lender directly, or to the Corporation for remittance to Canada Corporation or its approved lender as the Corporation shall determine.

7. To maintain and provide books, records and accounts of its operation of the housing accommodation in a form satisfactory to the Corporation and to permit the Corporation or its representatives to inspect the same at any time, and to make such periodic reports to the Corporation in such form and containing such particulars as the Corporation may require.

8. To provide and let the housing unit or units, when constructed, to senior citizens at such rates and upon such terms as may be determined and prescribed by the Corporation from time to time, and within the means of senior citizens on old age security pensions, with guaranteed income supplements, the maximum rates until otherwise stipulated by the Corporation to be as follows:

(a) lodge — $80.00 per citizen per month for double lodge accommodation

$90.00 per citizen per month for single lodge accommodation

(b) self contained unit —

$55.00 per citizen per month for double self-contained accommodation (one bedroom suite)

$80.00 per citizen per month for single self-contained accommodation (bed sitting room).

9. To support any request to the Corporation for approval of an upward adjustment of the aforesaid rates by detailed statements of income and expediture and of the operating cost of the housing accommodation, duly certified and audited by its chartered accountants, together with any further information and related documents and statements as the Corporation may require.

10. That it will not, in providing and letting the housing unit or units to senior citizens, discriminate against any such citizen by reason of race, colour, religion, sex, or membership in any group or organization.

11. To obtain and pay at least yearly, at the end of its fiscal year of operation of the housing accommodation, any deficit which may have been incurred in the operating cost of the housing accommodation from its own resources.

12. To permit the Corporation, its servants or agents to have access to and inspect the housing accommodation at any reasonable time.

13. To comply with and strictly abide by any governmental or local legislation, regulations, ordinances or bylaws in its operation of the housing accommodation, including any rules and regulations which are or may be prescribed by the Corporation.

14. The Grantee's obligations and covenants herein contained on its part to be observed and performed shall constitute a covenant running with the land and may be protected by the Corporation by its registration of a caveat against the land in the appropriate Land Titles Office.

15. To provide security for the performance of its obligations in the form and for such amounts as may be specified by the Corporation.

CORPORATION'S COVENANTS:

THE CORPORATION HEREBY COVENANTS AND AGREES to and with the Grantee as follows:

1. The amount of the grant hereinbefore referred to and payable by the Corporation towards the capital cost of construction of the housing unit or units shall be calculated as follows:

(a) Up to one-third (1/3) of the capital cost of construction of self-contained accommodation;

(b) Up to one-half (1/2) of the capital cost of construction of lodge accommodation to the maximum hereinbefore stated.

2. Time for payment of the grant hereinbefore referred to shall be in the discretion of the Corporation.

3. To set and revise, as it may in its sole discretion deem advisable, the maximum monthly rates, rentals, charges and other impositions whatsoever chargeable by the Grantee to the senior citizen occupants.

4. To apply for or provide such assistance as it is able to for the Grantee in applying for mortgage or other financing from Canada Corporation or its approved lenders to secure financing of any portion of the capital cost of construction of the housing unit or units not provided by grant or payment from the Grantee's own resources, and to execute any and all consents, postponements or other agreements which may be required to subordinate and postpone any caveat it may register against the land to any mortgage or other security registered against the land by Canada Corporation or its approved lenders respecting said financing.

This agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the successors and approved assigns or transferees of the Grantee.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as witness their corporate seals, attested by the hands of their proper officers in that regard duly authorized this day of ,19

ALBERTA HOUSING CORPORATION

Per:

.....

.....

NON PROFIT ORGANIZATION

Per:

.....

.....

SENIOR CITIZENS' ACCOMMODATION PROJECT APPLICATION

NON-PROFIT ORGANIZATIONS

To be completed in full and returned to the Alberta Housing Corporation, The Stanley Building, 11810 Kingsway Avenue, Edmonton 19, Alberta, complete with three sets of preliminary plans and specifications and plot plan; financial report of non-profit organization; its history; constitution; names of committee and signing authority and other relevant information to substantiate the application.

SENIOR CITIZENS' ACCOMMODATION

PROJECT APPLICATION

NON-PROFIT ORGANIZATIONS

NAME OF APPLICANT .....

Address .....

.....

Telephone Number .....

Applicant Represented by .....

LOCATION OF PROJECT .....

.....

Land Tenure — Freehold ..... Leasehold .....

No. of years ..... Annual Rent .....

Zoning of land .....

Land Cost .....

Legal Fees .....

Registration Cost .....

Servicing Cost — (Water, sewer, gas, etc., to property line) .....

.....

TYPE OF PROJECT

Brief Description .....

.....

.....

NUMBER OF UNITS

Self Contained: Bachelor ..... 1 Bedroom .....

Lodge: 1 Bedroom .....

COST BREAKDOWN

Cost

1. Fees and Charges
   a. Interest during construction .....
   b. Taxes during construction .....
   c. Architects Fee .....
   d. Legal Charges other than for land .....
2. Structures
   a. Building .....
   b. Elevators .....
   c. Built-in Furniture .....
   d. Stoves .....
   e. Refrigerators .....
   f. Other Kitchen Equipment .....
   g. Laundry Equipment .....
3. Other (Specify)
   a. .....
   b. .....
   c. .....
4. Landscaping and Improvements .....

Total Capital Cost .....

Cost Per Unit .....

Sq. Ft. Cost of Structure .....

Financing

Applicants Equity .....

Balance Requested .....

ESTIMATED MONTHLY INCOME

		No. of Units X Monthly Rent = Income		
Self Contained:	Bachelor			
	1 Bedroom			
Lodge:	1 Bedroom			

Total Monthly Income $.....

Annual Income $.....

ESTIMATED ANNUAL EXPENSES

Administration $.....

Janitor & Supplies $.....

Furn. & Equip. (if any) $.....

Food and other residential expenses $.....

Maintenance $.....

Replacement Reserve $.....

Utilities $.....

Insurance $.....

Estimated Taxes $.....

Staff Other Than Janitor $.....

$.....

Others (Specify) .....

..... $.....

..... $.....

TOTAL Annual Expenses $.....

PLANNING AND CONSTRUCTION

Architectural Firm .....

Represented By: .....

Estimated Design Time ..... weeks

Estimated Date of Completion of Working Drawings .....

Estimated Tender Date .....

Estimated Construction Completion Date .....

Date: .....

.....
Signing Officer of the Organization

DATE DUE
DATE DE RETOUR

DEC 14 1988

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ALBERTA

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